

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

No. 3:23-md-03084-CRB

**DECLARATION OF ROBERT AVERY IN
SUPPORT OF RETENTION of ARCHER
SYSTEMS, LLC TO SERVE AS COMMON
BENEFIT QUALIFIED SETTLEMENT FUND
ADMINISTRATOR**

This Document Relates to:

ALL CASES

Judge: Hon. Charles R. Breyer
Courtroom: 6 – 17th Floor

I, Robert Avery, declare as follows:

1. I am over the age of eighteen (18) years and competent to make this Declaration.
2. I am the Chief Executive Officer of ARCHER Systems, LLC (“ARCHER”),
which maintains offices at 1775 St. James Place Suite 200, Houston, TX 77056.
3. I am duly authorized to make this Declaration on behalf of ARCHER.

1 4. ARCHER is a Texas limited liability company, which is routinely appointed as
2 the administrator of 26 C.F.R. § 1.468B-1 qualified settlement funds in state and federal courts
3 throughout the United States.

4 5. In this capacity, ARCHER serves as a neutral, third-party which administers the
5 qualified settlement fund independent of the parties to the underlying cause, claims, litigation, and the
6 resolution of those compromised or negotiated claims.

7 6. ARCHER is wholly independent from Peiffer Wolf Carr Kane Conway & Wise;
8 Girard Sharp; Chaffin Luhana; Walkup, Melodia, Kelly & Schoenberger; Estey & Bomberger; Levin
9 Simes; Williams Hart & Boundas; and Cutter Law (the “Firms”).

10 7. The Firms hold no financial interest in ARCHER, including but not limited to
11 ownership of any kind, investment, profit-sharing interest, or any form of remuneration.

12 8. The Firms have engaged ARCHER in previous claims and/or settlement,
13 healthcare lien resolution, and qualified settlement fund administration roles separate and apart from this
14 specific matter.

15 9. At no time have the Firms had any financial arrangement or agreement with
16 ARCHER under which the Firms have received or shared in any financial benefit as a result of retaining
17 or hiring ARCHER to perform claims and/or settlement, healthcare lien resolution, and/or qualified
18 settlement fund administration services.

19 10. Likewise, the Firms do not have any financial arrangement or agreement with
20 ARCHER under which the Firms would receive or share in any financial benefit as a result of retaining
21 or hiring ARCHER to perform this specific work.

22 11. I have no personal bias or prejudice concerning a party, nor do I have personal
23 knowledge of disputed evidentiary facts concerning these Proceedings.

1 12. Similarly, ARCHER has no knowledge of disputed evidentiary facts concerning
2 these Proceedings and holds no bias or prejudice concerning a party.

3 13. The Firms may engage ARCHER as a claims and/or settlement, healthcare lien
4 resolution, and/or qualified settlement fund administration vendor to provide services in the ordinary
5 course of business. Nothing in this declaration is intended to limit or prohibit such engagement.
6

7 14. I have no financial interest in the subject matter in controversy or in any party to
8 these Proceedings, nor do I have any other interest that could be substantially affected by the outcome of
9 these Proceedings.

10 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
11 and correct.
12

13 Dated: December 19, 2025

/s/ Robert Avery

Robert Avery
ARCHER SYSTEMS, LLC
1775 St. James Place, Suite 200
Houston, TX 77056